

LEASE

This lease is made and entered into by and between Van Block Associates Limited Partnership, owner of the hereinafter-mentioned leased premises and hereafter called the LESSOR, whose address is 80 Hamilton Street, New Haven, Connecticut, acting herein by Betsy Henley-Cohn, a partner, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by P. J. Delahunty, Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

SECTION ONE

The LESSOR hereby leases unto the LESSEE the following demised premises:

- a. 2.11 acres of land improved with thirty-two (32) surface parking spaces for the exclusive use of the LESSEE, located at 75 Van Block Avenue, in the City of Hartford, County of Hartford and State of Connecticut;
- b. An entire existing one-story building, situated on said land at said location, containing 5,000 contiguous net usable square feet of office space, and in addition, containing 38,806 contiguous net usable square feet of archival storage space, and for a total of 43,806 contiguous net usable square feet of space within said building; and
- c. Together with all appurtenances thereto and all rights to the means of ingress into and egress out of the said demised premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said demised premises.
- d. The LESSOR'S affidavit attesting to the aforesaid 5,000 contiguous net usable square feet of office space and the aforesaid 38,806 contiguous net usable square feet of archival storage space contained within said building is incorporated herein by reference and made a part of this lease as though fully set forth herein.

SECTION TWO

The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing on the date established in Section Twenty-Five (25) of this lease.

SECTION THREE

- a. The LESSOR, as part of the rental consideration and at its sole expense, agrees to renovate and improve the demised premises pursuant to and in accordance with the plan entitled "Building Floor Plan 75 Van Block Hartford, Connecticut" and dated November 15, 1999, revised November 29, 1999, revised January 4, 2000, revised March 6, 2000 and accepted April 3, 2000, 1/8" = 1'-0" scale, A-1. Said plan is incorporated herein by reference and made a part of this lease as though fully set forth herein.
- b. Said renovations and improvements shall include, without limitation, the following:
 1. Provide fire extinguishers in specified areas.
 2. Maintain roof, cure any leaks, provide annual documentation of the maintenance for all mechanical, air conditioning and heating systems, sprinklers, and fire extinguishers etc.
 3. Fill in potholes in parking lot and provide additional lighting in lot as needed.
 4. Power wash exterior of the building, paint overhang and flashing.

(For Department of Public Works information only: State Library/Health Dept.)

5. Replace all broken windows.
6. Remove overgrown shrubs and replace with small plantings and wood chips.
7. Provide smoke detectors where needed.

c. The LESSOR, also as part of the rental consideration and at its sole cost and expense, shall provide for the design/construction of all tenant renovations and improvements in accordance with the drawing approved by the Department of Public Works and entitled "Building Floor Plan 75 Van Block Hartford Conn." revised to April 7, 2000. Said renovations and tenant improvements shall include, but are not limited to, the following:

1. Paint all interior walls in the demised premises with neutral color after providing LESSEE with a paint chart for the purpose of selecting such neutral color.
2. Wash and seal all floors in the warehouse area within the demised premises.
3. Replace existing carpet in front office area within the demised premises with commercial grade (20 oz.) carpet after providing sample board to LESSEE for the purpose of selecting such carpet. LESSOR shall apply carpeting to floor surfaces with either padding or an adhesive which has no Volatile Organic Compounds (VOC's) and formaldehyde-based resins. The LESSOR shall air out the carpeting prior to installation so any off-gassing from the carpet process does not enter the building.
4. Replace all stained ceiling tiles within the demised premises.
5. At the LESSOR'S sole expense and cost, prior to commencement of the lease and/or occupancy by the LESSEE, the LESSOR shall clean all duct work within the demised premises and balance air and water systems to the building as per the design requirements of those systems. The systems shall meet the current State and BOCA codes for balance. A certified NEBB balancing company shall perform systems balancing. The LESSOR shall submit a balancing report to the LESSEE within thirty (30) calendar days after completion of the balancing of the systems. Cleaning shall be performed by a National Air Duct Cleaning Association (NADAC) certified cleaning contractor. All mechanical components and associated ductwork shall be cleaned with no gross or residual debris remaining. Clearance sampling of the ductwork and associated air conveyance processes shall be performed using NADAC Standard 1992-01. Results of the clearance sampling shall be submitted in writing to the LESSEE within five (5) business days after sampling is performed. Any deficiencies noted in the clearance sampling shall be indicated in writing with the actions to be taken to remediate any deficiencies found. All such codes, standards, reports, samplings, tests and guidelines are incorporated herein by reference and made a part of this lease as though fully set forth herein.

Prior to the commencement date of this lease or during the initial, renewal or any extended terms of this lease, any hazardous materials (and other threats to human health and safety including, but not limited to, Legionella pneumophila) detected at the leased premises as a result of any tests performed by the LESSEE shall be remediated by the LESSOR, at the LESSOR'S sole expense and cost, within thirty (30) days of such detection, pursuant to State of Connecticut guidelines.

6. Provide two (2) separate key pads for LESSEE'S use.
7. Provide key cards for operation of gate and entrances.
8. Provide electrical switches in appropriate areas; provide electrical outlets where needed.
9. Cover windows with sheetrock and use plexiglass on remaining windows as designated by LESSEE to LESSOR.
10. Provide exterior signage as designated by LESSEE to LESSOR.
11. Clean, repair or replace window blinds in office areas of the demised premises.
12. Provide precast stairs and concrete ramp that comply with the requirements of the Americans with Disabilities Act of 1990, as amended, as needed on the exterior of the building of the demised premises.

13. Provide heat pumps in Department of Public Health offices for heat and air conditioning.
14. Provide "B" Label doors for Department of Public Health area.

15. The LESSOR agrees to comply with the provisions of the Indoor Air Quality Monitoring report entitled "Indoor Air Quality Monitoring for State of Connecticut Department of Public Works (DPW)/State Library/Health Dept. 75 Van Hook Avenue Hartford, Connecticut Project No. BI-2B-753 dated December 13, 2000 by EnvironMed Services Inc., 25 Science Park, New Haven, Connecticut 06511. Said provisions are incorporated in this lease by reference and made a part of this lease as though fully set forth in this lease.

d. The LESSOR, also as part of the rental consideration and at the LESSOR'S sole cost and expense, shall make and provide to the demised premises those renovations and improvements contained in a contract bid from Louis Monico, Jr. Said contract bid is incorporated herein by reference and made a part of this lease as though fully set forth herein.

e. In addition, the LESSOR, as part of the rental consideration and at its sole cost and expense, shall provide to the said building, including without limitation the demised premises, the said renovations, improvements and work aforesaid in Section Three (3) of this lease, the usefulness of which shall survive the tenancy and occupancy of the LESSEE, and which said renovations, improvements and work shall comply with all laws, ordinances, rules, regulations and orders of all governmental authorities in effect from time to time, during the lease term and during any extended or renewed terms of the lease including, but not by way of limitation, all municipal, State of Connecticut and federal building and leasing laws and codes, which serve as the standards and requirements for buildings and leases. Such standards and requirements including without limitation the following: at least minimum requirements and guidelines for buildings and leased space as enacted into law and/or promulgated from time to time; State of Connecticut energy standards; compliance with Title III of the Americans with Disabilities Act of 1990, as amended; all federal, State of Connecticut and local fire, health and safety codes, guidelines and any other codes and guidelines for buildings and leased space.

SECTION FOUR

The LESSEE shall pay the LESSOR the rental of Three Hundred Six Thousand Six Hundred Forty-Two Dollars (\$306,642.00) per year, payable in equal monthly installments of Twenty-Five Thousand and Five Hundred Fifty-Three Dollars and Fifty Cents (\$25,553.50) by the end of each calendar month. Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

SECTION FIVE

Subject to the prior written approval by the State Properties Review Board, the term of this lease may be extended or renewed or held over at the option of the LESSEE for five (5) years at the rental of \$306,642.00 per year (\$25,553.50 per month), provided notice be given in writing to the LESSOR for any said extension or renewal at least one hundred twenty (120) days before the end of the original lease term, but otherwise on the same terms and conditions.

SECTION SIX

The LESSOR, as part of the rental consideration, shall pay for and furnish the following to the LESSEE:

Fire extinguishers in specified areas; heating, ventilating and air-conditioning systems; new hot water heater and tank of appropriate size; electrical and plumbing supplies within the demised premises; cold running water within the demised premises; separate toilet facilities for men and women within the demised premises; annual carpet cleaning within the demised premises; exterior and interior bi-annual window washing; reserved and exclusive use of the entire parking lot which shall be lighted and striped for vehicle parking; snow and ice removal and sanding; rubbish removal with the capacity of four (4) cubic yards; pest control; security system; groundskeeping; replacement of burnt-out bulbs, tubes and ballasts; separately-metered

electricity, including consumption for the air conditioning system; renovation and improvement work pursuant to the above-mentioned plans and drawings; and maintenance and repairs as may be required to the demised premises during the term of occupancy.

SECTION SEVEN

The LESSEE shall pay for only the following: electric fired gas air conditioning; gas heat; electricity (separately metered); hot water within the demised premises; monthly monitoring of the Sonitrol system; telephone and data lines; and janitorial services within the demised premises.

SECTION EIGHT

The LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such nonpayment shall not constitute a default under the terms of this lease unless prior thirty (30) days' written notice is given to the Commissioner of the Department of Public Works of such nonpayment.

SECTION NINE

The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenable condition, except in case of damage arising from the act or negligence of the LESSEE, its officers, agents and employees. For the purpose of so maintaining said premises and property, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE in charge, inspect the same and make any necessary repairs thereto. If the LESSOR fails to make any necessary repairs within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice of such needed repairs may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means.

a. Also, if the LESSOR has any other obligations under this lease that the LESSOR fails to fulfill within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may withhold any rental payments during such period of failure. The LESSEE upon such failure may terminate this lease or may fulfill such obligations itself and deduct the cost thereof and expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means.

SECTION TEN

At all times during this lease and during any extension or renewal thereof or hold over period, the LESSOR shall protect, indemnify and hold harmless the LESSEE, its officers, agents and employees, from against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, related to and including, without limitation, the following:

a. The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 75 Van Block Avenue, Hartford, Connecticut;

- b. The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 75 Van Block Avenue, Hartford, Connecticut;
- c. The LESSOR'S use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 75 Van Block Avenue, Hartford, Connecticut;
- d. The LESSOR'S use, activity or conduct of its business or from any activity, work or thing done, permitted, or suffered by the LESSOR, at any location outside of 75 Van Block Avenue, Hartford, Connecticut;
- e. The use or activity or conduct of the LESSOR'S business by the LESSOR'S officers, agents, and employees or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 75 Van Block Avenue, Hartford, Connecticut;
- f. The use or activity or conduct of LESSOR'S business by the LESSOR'S officers, agents and employees, or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of 75 Van Block Avenue, Hartford, Connecticut; and
- g. The LESSOR'S default in its observance and performance of any of the terms, covenants or conditions of this lease and of any extension or renewal of this lease.
- h. The LESSOR shall provide and maintain public liability insurance, with the LESSEE named as an additional insured in a combined single minimum amount of \$1,000,000.00 for bodily injury (including death) and property damage to protect the interest of the LESSEE as it appears herein, at no cost to the LESSEE, and shall annually provide the LESSEE with a certificate of insurance to this effect, at the LESSOR'S expense; and the LESSOR shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks"), with the LESSEE named as an additional insured in an amount equal to not less than 100% of the replacement cost of the structures of said building, including without limitation the structures within the demised premises, to protect the LESSEE'S interest in the demised premises and the LESSEE'S property as appears herein, at no cost to the LESSEE, and at no cost to the LESSEE, the LESSOR shall also annually provide the LESSEE with a certificate of such fire and casualty insurance to this effect. Such certificates of insurance shall also specifically indicate that the policies insuring the LESSEE include, but without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under Section 10 and subsections 10a, 10b, 10c, 10d, 10e, 10f, 10g, and 10h. herein.
- i. In case any claim, action, cause of action, suit, proceeding, litigation is brought against the LESSEE, its officers, agents and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the LESSEE.
- j. The required certificates of insurance shall include a statement that the LESSEE is an additional insured. Such policies of insurance shall also provide notification to the LESSEE at least thirty (30) days prior to any cancellation or modification of coverage.

SECTION ELEVEN

The LESSEE may sublet all or any part of the demised premises or assign this lease, not, however, without the LESSOR'S prior written approval, which approval shall not be unreasonably withheld but the LESSOR and the LESSEE shall not be relieved from the terms, conditions and obligations under this lease by reason of any such subletting or assignment.

SECTION TWELVE

The LESSEE shall have the right, at its option, at any time during the continuance of this lease and/or during any extension or renewal of this lease and/or within thirty (30) days after the termination of this lease and/or within thirty (30) days after the termination of any extension or renewal of this lease and/or within thirty (30) days after the termination of any hold over period, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed on said premises by the LESSEE during the duration of this lease and/or during any extension or renewal of this lease and/or during any hold over period and/or during any previous lease, provided that any damage to the said premises caused by such removal shall be repaired by the LESSEE.

SECTION THIRTEEN

If all or part of the demised premises becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period said demised premises or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the LESSEE to have been rendered unavailable to the LESSEE by reason of such condition.

SECTION FOURTEEN

At the expiration or other termination of this lease, the LESSEE will surrender the demised premises in as good condition as that existing at the time of entering upon the same under this lease except for reasonable use and wear thereof, damage by the elements, fire or other unavoidable casualties and except for any alterations or additions which may have been made by the LESSOR or by the LESSEE with the written consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

SECTION FIFTEEN

If at the expiration or termination of the lease term the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall operate and be construed to be a tenancy from month-to-month only, at the base rent hereinbefore specified (prorated on a monthly basis) and otherwise the LESSOR and LESSEE shall be subject to all other terms and conditions of this lease. Provided, however, any said hold over shall be subject to prior written approval by the State Properties Review Board.

SECTION SIXTEEN

Notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if sent by facsimile or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the LESSOR at the address shown in this lease. Notices from the LESSOR to the LESSEE shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, State Office Building, Hartford, Connecticut 06106-1630.

SECTION SEVENTEEN

No change in ownership shall be binding upon the LESSEE unless and until the LESSEE has been furnished either with the original instrument evidencing such transfer or a true copy thereof.

SECTION EIGHTEEN

This lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

SECTION NINETEEN

This lease, including the exhibits and schedules attached hereto that are made a part of this lease and any plans, drawings, specifications, affidavits, contract bids, booklets or parts thereof, including environmental reports, and studies, future environmental tests, Appendixes, Tables and documents attached thereto, codes, standards, sampling, tests, guidelines and statements that are incorporated herein by reference and made a part of this lease, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with respect to the premises or this lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSOR by implication or otherwise unless expressly set forth herein.

SECTION TWENTY

This lease, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the Attorney General of the State of Connecticut and delivered to the LESSOR.

SECTION TWENTY-ONE

For the purposes of this section, the word "contractor," except where it is immediately preceded by the word "small," is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons; (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n, and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to State that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such

contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

SECTION TWENTY-TWO

For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

(a)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the General Statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedure of the contractor which relate to the provisions of this section and Section 46a-56 of the General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

SECTION TWENTY-THREE

The LESSOR covenants to being well seized of the demised premises and that said premises as constituted and for the purposes leased are and will continue to stand in compliance with all codes and ordinances and the requirements of the Americans with Disabilities Act of 1990 including any amendments or regulations pertaining thereto, applicable to the ownership, occupancy and operation of the premises. The LESSOR covenants to having good right to lease said premises and agrees to defend the title thereto and to reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such title. The LESSOR will suffer and permit the LESSEE to occupy, possess and peacefully enjoy the demised premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

SECTION TWENTY-FOUR

The LESSOR'S affidavits entitled "STATEMENT OF FINANCIAL INTEREST" and "CONTACT AFFIDAVIT" are incorporated herein by reference and made a part hereof as though fully set forth herein and shall be a condition of the lease. Any false statement contained in said affidavits shall constitute a breach of this lease and would give the LESSEE the right to terminate the lease at any time by giving written notice.

SECTION TWENTY-FIVE

After the approval of this lease by the Attorney General of the State of Connecticut, the renovations, improvements and work to the leased premises as called for in Section Three (3) shall be completed by the LESSOR within ninety (90) calendar days of the date of such approval by the Attorney General.

a. All such renovations, improvements and work shall be in compliance with the State Building Code, the State Fire Safety Code, and any other applicable codes, rules, regulations, laws and ordinances and with the applicable portions of Section H, Part 1 of the LESSEE'S 1987 booklet entitled "LEASING POLICIES AND PROCEDURES." Further, the LESSOR shall certify that all energy performance goals set forth in the applicable portions of Section H, Part 3 of said booklet are met upon final completion of all work. Said Parts 1 and 3, not in conflict with other provisions of this lease, are incorporated herein by reference and made a part hereof as though fully set forth herein.

b. The renovations, improvements and work shall be subject to on-site inspection during work progress as well as to a final inspection before any acceptance of such renovations, improvements and work. Such inspections and acceptance to be made by the LESSEE'S Department of Public Works, the Health Department and State Library. Upon proper completion of the renovations, improvements and work and the issuance of a certificate of occupancy by the appropriate municipal authority, the LESSOR shall immediately notify the Department of Public Works Commissioner in writing of such completion and issuance.

c. Upon the LESSEE'S timely receipt of written notice of completion of all leasehold renovations, improvements and work and any other required improvements, including a certificate of occupancy from the LESSOR, the LESSEE within seven (7) business days shall inspect said renovations, improvements and work. If within the aforesaid seven (7) day period the LESSEE has no objections to the said renovations, improvements and work, a written decision as to acceptance of the demised premises by the Department of Public Works shall be made within the aforesaid seven (7) day period. In the event the LESSEE has objections to the said renovations, improvements and work, then in lieu of such written decision, the LESSEE shall, within thirty (30) days of the LESSEE'S receipt of the LESSOR'S said notice of completion and a certificate of occupancy, deliver to the LESSOR, the LESSEE'S specific written objections regarding the said renovations, improvements and work. If the LESSOR fails to cure the LESSEE'S written objections within thirty (30) calendar days from the date of the LESSEE'S said notice of objections, the LESSEE, at its option and without further notice, may make any necessary renovations, improvements and perform any necessary work to cure the LESSEE'S said written objections and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease.

d. The LESSOR'S failure to complete all said renovations, improvements and work and any other required improvements set forth in any of the LESSEE'S said plans, drawings and specifications within 90 calendar days commencing from the date this lease is approved by the Attorney General and/or the failure of the LESSOR to cure the LESSEE'S said written objections, if any, within the said thirty (30) day period shall constitute a material breach of the lease if such failure is not attributable to an act of God or force majeure. In the event of any such breach or default, the LESSEE, at its option, may terminate this lease upon written notice in the manner provided under Section Sixteen (16). In the event that the LESSEE exercises its said option to terminate this lease, the LESSOR agrees to the following:

1. To reimburse the LESSEE for any financial amount that the LESSEE may have expended in commencing and/or completing any of the aforesaid necessary renovations and improvements and in performing any aforesaid necessary work; and
2. To reimburse the LESSEE for any financial amount the LESSEE may have expended in connection with locating and moving to new quarters.

e. The term of this lease hereinbefore mentioned in Section Two (2) and the rental commencement date shall commence on the date of the delivery of possession of the demised premises to the LESSEE and such lease term shall terminate five (5) years later. As used in this lease, the term "date of delivery of possession" shall mean the date upon which all of the following have occurred:

1. The Department of Public Works' receipt of the LESSOR'S said notice of the completion of the renovations, improvements and work, accompanied by a copy of the certificate of occupancy if customarily issued by the City of Hartford for work of this type;
2. The written acceptance, by the LESSEE'S Department of Public Works, of the LESSOR'S renovations, improvements and work;
3. The written acceptance of the demised premises by the LESSEE'S Department of Public Works; and
4. The LESSEE'S actual physical occupancy of the demised premises or thirty (30) days after the above items 1, 2 and 3 have been complied with.
5. The LESSOR and LESSEE shall confirm the commencement date of the lease in writing once the terms and conditions and date of delivery of possession are complied with.

f. Nothing herein shall constitute a reduction, restriction or waiver of any other remedies available to the LESSEE under this lease and in law and equity.

SECTION TWENTY-SIX

The LESSEE shall not be responsible for any expenses, costs, payments or reimbursements under this lease except those expressly provided herein.

SECTION TWENTY-SEVEN

Any modification of this lease or additional obligation assumed by either of the LESSOR or LESSEE in connection with this lease shall be binding only if evidence in writing signed by the LESSOR and the LESSEE or an authorized representative of the LESSOR or LESSEE, and approved by the Attorney General and the State Properties Review Board.

SECTION TWENTY-EIGHT

The LESSEE shall not be liable for damage to any property or injury to person caused by the LESSOR'S negligence, omission or misconduct or willful, wanton and intentional acts or caused by the LESSOR'S criminal conduct.

SECTION TWENTY-NINE

The LESSEE shall not be liable to the LESSOR and to any person for any loss, damage to any person for any loss, damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the LESSEE.

SECTION THIRTY

The LESSEE shall not have any obligations and duties under this lease except those expressly provided herein.

SECTION THIRTY-ONE

The liability of LESSOR to indemnify and save and hold harmless LESSEE shall be effectively protected by insurance. The limits of coverage of such insurance purchased by the LESSOR shall not in any way limit, reduce or restrict the LESSOR'S obligations under any indemnification and save and hold harmless provisions stated in this lease.

SECTION THIRTY-TWO

It is agreed that this lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

SECTION THIRTY-THREE

As special conditions, the LESSOR further agrees to the following:

- a. The LESSOR, at its sole expense and cost, shall cause the entire demised premises at 75 Van Block Avenue, Hartford, CT., to be in compliance with the Americans with Disabilities Act of 1990, as amended.
- b. That all of the said renovations, improvements and work mentioned in Section Three (3) shall be accomplished by the LESSOR within ninety (90) calendar days after the Attorney General signs this lease and the City of Hartford issues the necessary building permits.
- c. The LESSOR further represents and warrants to the LESSEE that all materials, equipment and work made part of the said renovations and improvements (inclusive of all tenant renovations and improvements made on behalf of the LESSEE), will be new, designed and

constructed in a workmanlike manner, free of any defects, including without limitation, design, architectural, engineering, structural, electrical, mechanical, heating, ventilating, air conditioning, or plumbing defects, and in accordance with the terms and conditions of this lease.

- d. The LESSOR shall provide the LESSEE with written authorization to contact contractor(s) to repair and maintain mechanical systems, in the LESSOR'S absence, and deduct such repair and maintenance costs from the rent, if necessary.

SECTION THIRTY-FOUR

The LESSOR shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the LESSOR. Exposed ducts, piping, and conduits are not permitted in office space.

- a. The LESSOR shall ensure that all Computer controlled facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the LESSEE. Prior to acceptance of the space for occupancy by the LESSEE, the LESSOR shall verify Year 2000 compliance as follows:
 1. By physical testing all Computer controlled facility components;
 2. By the LESSOR'S written certification to the LESSEE that the LESSOR has performed such physical testing and that all Computer controlled facility components are Year 2000 compliant; and
 3. By the LESSOR providing written confirmation from the component and/or systems manufacturer that the Computer controlled facility component is or components are Year 2000 compliant.
- b. "Computer controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, auxiliary equipment, utility monitoring and control systems, fire detection and suppression systems, alarms, security systems, electrical systems, electrical generation systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.
- c. The terms "Year 2000 compliant" and "Year 2000 compliance" mean the following:
 1. that each hardware, software, and firmware product ("product") or each developed, modified or remedied item of hardware, software, and firmware ("item") or each service shall be able to:
 - (i.) accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, calculating, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
 - (ii.) properly exchange date/time data when used in combination with other information technology; and
 - (iii.) perform as a system.
 2. Notwithstanding any provision to the contrary, the remedies available to the State under this Year 2000 compliant shall include repair or replacement of any product and/or item whose non-compliance with the Year 2000 compliant is discovered and made known to the LESSOR in writing.
 3. Nothing in this Year 2000 compliant shall be construed to limit any rights or remedies the LESSEE may otherwise have under this lease with respect to defects other than Year 2000 compliance.

4. In addition, the LESSOR agrees that products or items modified or remedied to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data.
- d. The LESSOR agrees that products or items not being modified or remedied directly will remain unaffected with respect to their normal functioning or performance.
- e. In the case of the repair/replacement to effect Year 2000 compliance, the LESSOR shall also verify Year 2000 compliance as follows:
 1. By physical testing each repaired or replaced component or components;
 2. By the LESSOR'S written certification to the LESSEE that the LESSOR has performed such physical testing and such repaired or replaced component is or components are Year 2000 compliant; and
 3. By the LESSOR providing written confirmation from the component and/or systems manufacturer that the repaired or replaced component is or components are Year 2000 compliant.
- f. Notwithstanding any provision to the contrary, the LESSOR shall also ensure that all Computer controlled facility components are and will continue to be Year 2000 compliant throughout the duration of this lease, and during any extension or renewal thereof, under the same terms, conditions, covenants, obligations, requirements, procedures and manner, as provided in this Section Thirty-Four (34).
- g. The LESSOR shall protect, indemnify, save and hold harmless the LESSEE, its officers, agents, and employees, against all liability, claims, loss, cost, injuries (including death), damages, compensation and expense, including without limitations, all claims, demands, penalties, actions, causes of action, suits, litigation, proceeding and attorney's fees and costs, arising out of any failure of the LESSOR in any respect to comply with and perform the requirements and provisions under this Section Thirty-Four (34).
- h. In case any such claim, action, cause of action, suit, proceeding, litigation, is brought against the LESSEE, its officers, agents, and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claims, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by counsel reasonably satisfactory to the LESSEE.
- i. If the LESSOR fails to fulfill its obligations under this Section Thirty-Four (34), the LESSEE in addition to any other remedies, and not in lieu thereof, shall have the right to do one or more of the following:
 1. Withhold any rental payments during such period of failure;
 2. Terminate this lease;
 3. Fulfill such obligations itself and deduct the costs thereof and any expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease; and
 4. Recovery of all or any portion of such cost and expense by other appropriate means.

SECTION THIRTY-FIVE

Each provision of this lease to be performed by the LESSOR shall be construed to be both a covenant and condition, and if there shall be more than one LESSOR, they shall be bound jointly and severally by each and every section and provision of this lease.

SECTION THIRTY-SIX

In no event shall the LESSEE be obligated or liable for any additional rent not expressly provided for in this lease.

SECTION THIRTY-SEVEN

The LESSEE may record this lease, provided however, that the LESSOR, at the written request of the LESSEE, shall join in the execution of a notice or memorandum of this lease in such form as the LESSEE shall prepare for the purpose of recordation pursuant to General Statutes Section 47-19.

SECTION THIRTY-EIGHT

If for any reason the terms of this lease or any substantive provision thereof, shall be found to be unenforceable, illegal or violative of public policy, this lease shall automatically be amended to conform to the applicable decision, and the LESSOR and LESSEE hereto expressly agree to execute any amendments necessary to effectuate the goals and purposes of this lease.

SECTION THIRTY-NINE

The LESSOR hereby represents that in compliance with Section 7 of Public Act 99-220, the LESSOR has had a security audit conducted in and about the demised premises, in and about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at 75 Van Block Avenue, Hartford, Connecticut (hereinafter "Total Premises") and that the LESSOR has implemented the recommendations of said security audit and that said implemented recommendations has brought the Total Premises into compliance with the security standards established under Section 7 of said Public Act. The LESSEE agrees that the LESSEE shall pay and be responsible for any and all costs and expenses related to the security of the premises and the audit including any necessary and required cost and expenses in order to comply with the foregoing standards, except for security monitoring by Sonitrol or a similar security company.

- a. Notwithstanding anything to the contrary, the LESSOR hereby agrees that pursuant to Section 7 of said Public Act the LESSOR shall, at LESSOR'S sole cost and expense, maintain said security standards for the Total Premises throughout the lease term, during any extension or renewal of the lease term and during any hold over period.

SECTION FORTY

The LESSOR agrees, as part of the rental consideration, that the liability for and payment of all real estate taxes in arrears of the demised premises, as renovated and improved, shall be the sole liability, obligation and responsibility of the LESSOR, and the LESSEE shall have no liability, responsibility and obligation for the payment of said taxes whatever.

- a. The LESSOR further agrees, as part of the rental consideration, that the liability for and payment of all real estate taxes, levied on the demised premises, as renovated and improved, during the original term of this lease, and during any extension or renewal lease term of the original lease term, and during any hold over period, shall be the sole obligation, liability and responsibility of the LESSOR, and the LESSEE shall have no liability, responsibility and obligation for the payment of said taxes whatsoever.

SECTION FORTY-ONE

Any increase in fixed base rent above \$7.00 per square foot attributable directly or indirectly to an increase in the cost of tenant renovations and improvements set forth in the Lease Proposal Outline, in the bid prepared by Louis Monico, Jr. or by any other contractor and/or attributable directly or indirectly from any additional tenant renovations and improvements subsequent to the approval of the Lease Proposal Outline by the State Properties Review Board, shall require prior written approval of said Board.

SECTION FORTY-TWO

The LESSOR agrees that at all times during the occupancy of the demised premises by the LESSEE, the LESSOR shall keep the demised premises free and clear of any and all Legionella and Legionella Bacteria. In the event this provision is breached by the LESSOR and the LESSOR failed to remediate within the required time in Section Three (3) (c) (5), the LESSEE shall have the right to immediately cancel this lease, without cost, expense, liability or penalty to the LESSEE. In addition, in the event the LESSOR fails to keep the demised premises free and clear of any and all Legionella and Legionella Bacteria during occupancy of the demised premises by the LESSEE, the LESSOR agrees that it shall indemnify, save and hold harmless the LESSEE, its officers, agents and employees for injury in any way caused from or connected with such Legionella or Legionella Bacteria present on or within the demised premises.

a. In case any claim, action, cause of action, suit, proceeding, litigation is brought against the LESSEE, its officers, agents and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the LESSEE.

SECTION FORTY-THREE

The terms, provisions, covenants and conditions contained in this lease shall bind and inure to the benefit of the LESSOR and LESSEE and their respective legal representatives, successors and assigns. Notwithstanding anything to the contrary set forth in this lease, if LESSOR'S mortgagee(s) shall succeed to LESSOR'S interests under the lease, then LESSOR'S mortgagee(s) shall be bound by the provisions, covenants and conditions contained in this lease and by any obligations or liabilities under this lease.

SECTION FORTY-FOUR

The LESSOR'S mortgagee shall have the right to notice and a reasonable opportunity to cure any breach of the terms of this lease by LESSOR before the LESSEE exercises any right hereunder to terminate or to withhold rent. The LESSEE shall give notice of any such breach to: Citizen's Bank, Attention: Marilyn Walsh, 237 Main Street, Middletown, Connecticut 06457 or to such other mortgagee or address as the LESSOR shall direct in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

Van Block Associates Limited Partnership

Mary E. Signor
Mary E. Signor
Richard M. Porter
Richard M. Porter

by Betsy Henley-Cohn, Chairperson of Joseph & Son, Inc., Its partner
Betsy Henley-Cohn, Chairperson of Joseph & Son, Inc., Its partner
duly authorized

Date signed: April 11, 2001

Joseph & Son, Inc.
Joseph & Son, Inc.
Joseph & Son, Inc.
Joseph & Son, Inc.

State of Connecticut
by P. J. Delahanty, Jr.
P. J. Delahanty, Jr.
Its Deputy Commissioner of Public Works,
duly authorized

Date signed: 4-26-01

State of Connecticut
ss: New Haven
County of New Haven

The foregoing instrument was acknowledged before me this 11th day of April, 2001 by Betsy Henley-Cohn, Chairman of Joseph & Son, Inc., the general partner of Van Block Associates Limited Partnership, a Connecticut limited partnership, on behalf of the partnership.

In witness whereof I hereunto set my hand.

Richard M. Porter
Richard M. Porter
Commissioner of the Superior Court
Notary Public
~~My commission expires.~~

State of Connecticut
ss: Hartford
County of Hartford

On this the 11th day of April, 2001, before me, Marianne Cournoie the undersigned officer, personally appeared P. J. Delahanty, Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Marianne Cournoie
Marianne Cournoie
Notary Public
My commission expires 2/28/06

Approved:
William B. N.Y.
Assoc. Attorney General
Date signed: 5/24/01